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**TOWN MANAGER**  
*Eric Davis*

**TOWN CLERK**  
*Gail Carter*

**TOWN ATTORNEY**  
*Tom Brooke*



## **TOWN OF CHINA GROVE**

**MAYOR**  
*Don Bringle*

**TOWN COUNCIL**  
*Troy Elliott*  
*Roy Patterson*  
*Harry Rogers*  
*Harold Simpson*  
*Steve Stroud*

### **RESOLUTION ESTABLISHING THE PERSONNEL POLICY FOR THE TOWN OF CHINA GROVE**


WHEREAS, the Mayor and Town Council of the Town of China Grove recognizes the importance of its municipal employees in meeting the service needs of Town residents; and


WHEREAS, it is the desire of the Mayor and Town Council to maintain a municipal work force composed of qualified, competent, dedicated employees; and

WHEREAS, the Mayor and Town Council recognize the necessity of equitable rates of pay and reasonable conditions of employment in the maintenance of such a work force; and

WHEREAS, it is the desire of the Mayor and Town Council to establish a system of personnel administration that will assure equity of compensation and fair and reasonable employee treatment consistent with the needs of the Town and the exigencies of the situation which may be faced from time to time;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CHINA GROVE that the following rules and regulations shall govern the appointment, classification, salary, promotion, demotion, and employment conditions of the employees of the Town of China Grove, North Carolina, replacing where appropriate the existing articles and sections on personnel and benefits.

  
Don Bringle, Mayor

  
Gail Carter, Town Clerk

## **ARTICLE I. POLICY STATEMENT**

### **Section 1**

The employment relationship between the Town and the employee is terminable at the will of either the employee or the employer at any time and with or without cause and with or without notice. No employee, officer, agent or representative of the Town has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision, or the provisions in the personnel policy. Any exceptions to this policy of "at-will" employment must be expressly authorized in writing, approved by the Town Council and executed by the officers designated by the Town Council.

### **Section 2**

None of the benefits or policies set forth in this personnel policy are intended because of their publication to confer any rights or privileges upon employees, or to entitle them to be, or remain employed by the Town. The contents of this document are presented as a matter of information only. Although the Town believes wholeheartedly in the plans, policies, and procedures described herein, they are not conditions of employment.

### **Section 3**

These personnel policies are not a binding contract, but merely a set of guidelines for the implementation of personnel policies. The Town explicitly reserves the right to modify any of the provisions of these policies at any time without any notice to the employees. Notwithstanding any of the provisions within this policy, employment may be terminated at any time, either by the employee or by the Town, with or without cause and with or without advance notice.

## **ARTICLE II. GENERAL PROVISIONS**

### **Section 1 - Purpose**

The purpose of this policy and the rules and regulations set forth, is to establish a fair and uniform system of modern personnel administration for all employees of the Town of China Grove.

The Town of China Grove shall embrace the following merit system principles in administering its personnel program:

- (a) Applicants and employees shall be assured of fair treatment without regard for political affiliation, religious affiliation, creed, sex, national origin, color, race, or physical handicap. Individuals shall likewise be treated with proper regard for their privacy and constitutional rights as citizens.
- (b) Employees shall be recruited, selected, trained and advanced on the basis of their ability, knowledge, and skill.
- (c) Employees shall be retained on the basis of the adequacy of their performance. They shall be guided in ways to correct inadequate performance and separated when inadequate performance cannot be corrected. Employees may also be separated for other reasons as herein after set out. Each employee is expressly employed at will.
- (d) Employees shall be protected against coercion for partisan political purposes.
- (e) Employees shall receive equitable pay and benefits and eligible employees shall receive merit pay increases based upon their performance subject to the availability of funds.

### **Section 2 - Administration and Responsibility**

The Town Manager shall be responsible for the administration of the personnel program and its rules and regulations. The Town Clerk shall have responsibility for maintaining all employee records and advising employees on all policies, rules, regulations, benefits, and procedures applicable to them and such other responsibilities as expressly delegated.

### **Section 3 - Coverage**

This policy shall cover all regular Town employees. The personnel policies, plans, and rules and regulations pursuant thereto shall be binding on all such employees. Elected officials shall be exempt.

### **Section 4 - Definitions**

- (a) Demotion. A move from one position classification to another position classification which is assigned to a lower salary grade.
- (b) Employee-Regular. An employee who has successfully completed the prescribed probationary period for a particular position.



- (c) Employee- Part-Time. An employee who is in a position for which an average work week of at least 20 hours and less than 40 hours and continuous employment of at least 12 months are required by the Town.
- (d) Employee-Probationary. A newly appointed employee who has not yet completed the prescribed probationary period for a particular position.
- (e) Employee- Temporary. An employee appointed to a position for which either the average work week required by the Town over the course of a year is less than 20 hours, or continuous employment required by the Town in less than 12 months.
- (f) Promotion. The advancement of an employee from a position within one classification to a position of greater responsibility in another classification having a higher salary range.
- (e) Suspension. Temporary removal of an employee from Town service, with or without pay, for disciplinary or non-disciplinary reasons for a specified period of time.
- (f) Transfer. Movement from a position assigned to one classification to a position in the same or a different classification at the same salary grade.
- (g) Board. Refers to the China Grove Town Council.

## **Section 5 – Departmental Rules and Regulations**

Due to the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental rules and regulations shall be subject to the approval of the Town Manager and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

## **ARTICLE III. POSITION CLASSIFICATION PLAN**

### **Section 1 - Purpose**

The position classification plan provides a complete inventory of all authorized, regular positions in the Town service and an accurate class specification (narrative description) for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

### **Section 2 - Administration of Position Classification Plan**

The Town Manager (hereinafter referred to as Manager) shall be responsible for maintaining the position classification plan so that it accurately reflects the duties performed by employees in the classes to which their positions are allocated. Department heads shall be responsible for bringing to the attention of the Manager (a) the need for new positions, and (b) material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classification of any existing position.

The Manager at the direction of the Town Council shall make or cause to be made position classification studies to determine whether new positions should be created and if significant changes have occurred in existing positions to warrant an adjustment to the classification. Based on the results of such studies, the Manager shall make recommendations to the Board to reallocate or allocate positions to the proper classes.

The Manager shall periodically review the entire position classification plan and recommend appropriate courses of action to the Town Council.

### **Section 3 - Amendment of Position Classification Plan**

Classes of positions shall be added to and deleted from the position classification plan by the Town Council upon the recommendation of the Manager.

## **ARTICLE IV. PAY PLAN**

### **Section 1 - Purpose of Pay Plan**

The pay plan is intended to provide comparable compensation for all positions when considered in relation to each other, to general rates of pay for similar employment in the private sector and in other public jurisdictions in the area, to changes in the cost of living, to financial conditions of the Town, and other factors.

### **Section 2 - Coverage of Pay Plan**

The pay plan shall cover all regular, authorized classes of positions included in the position classification plan.

### **Section 3 - Administration of Pay Plan**

The Manager shall be responsible for the maintenance of the pay plan. The Manager shall recommend to the Board such increases, reductions, adjustments, or amendments of the pay plan as necessary to maintain its fairness and adequacy.

### **Section 4 - Transition to a New Pay Plan**

The following principles shall govern any transition to a new pay plan that is adopted by the Town:

- (a) No employee shall receive a salary reduction as a result of the transition to a new pay plan.
- (b) Any employee being paid at a rate lower than the minimum rate established for his or her assigned class shall have the salary raised to the new minimum for the class, unless designated as "trainee".
- (c) Any employee being paid at a rate below the maximum rate established for his or her assigned class shall be paid at a rate within the designated pay grade;
- (d) Any employee being paid at a rate above the maximum rate established for his or her assigned class shall remain at such rate as long as the maximum rate is below the employee's current salary.

### **Section 5 - Payment at a Listed Pay Rate**

All employees covered by the pay plan shall be paid at a pay rate listed within the salary range established for their respective job classification except employees in a "trainee" status, or employees whose present salaries are above the established maximum rate following transition to a new pay plan.

## **Section 6 - Starting Rates of Pay**

The starting salary or hourly rate for persons entering Town employment other than employment as a trainee, shall normally be set at the minimum step of the salary range for the classification to which the appointment is being made. However, an applicant may be hired at a step other than the minimum step when there has been a demonstrated inability to recruit at the minimum step. On the recommendation of the department head and the approval of the Manager, an applicant may be employed above the minimum step of the salary range when an applicant possesses exceptional qualifications.

## **Section 7 – Merit System**

When the quality of an employee's performance is worthy of special recognition, the employee's salary is advanced within the same assigned salary grade. Such merit pay raise shall be done only after recommendation of the department head and based on the quality of the individual's work performance.

Following successful completion of an employee's probationary period, the quality of his or her performance shall continue to be reviewed and appropriate instruction and counsel shall be provided in methods for improving job performance.

Merit pay increases shall not be awarded automatically. When an employee's productivity, behavior, attendance or work quality need to be improved, the department head shall deny a merit salary increase with the approval of the Manager and the employee shall be told where improvement needs to be made.

A merit pay increase may be granted with the approval of the Manager to deserving full-time employees in accordance with the following provisions:

- (a) When a new employee has completed a year of continuous service following the initial probationary period, and annually thereafter following a year of continuous service, or
- (b) A promoted employee shall be eligible for a merit increase after a year of continuous service from the date of promotion, and
- (c) When such an increase will not exceed the maximum salary rate for the class of his position.

## **Section 8 - General Pay Plan Adjustments**

General pay plan adjustments or "market adjustments" shall be effected by adjusting the Town's overall pay plan up (or down) by the same percentage amount across-the-board. The Town Council, upon a recommendation from the Town Manager, shall normally consider market adjustments prior to adopting the new fiscal year budget. Market considerations include the general condition of the economy, cost-of-living factors, comparative rates of pay in other jurisdictions, agencies or local businesses, and the financial condition of the Town.

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### **Section 9 - Salary Increase Upon Promotion**

Upon promotion, an employee's salary may be moved to the minimum of a new pay range that will effect a one grade (5%) increase in pay. Upon the effective date of promotion, an employee will begin a new date for subsequent merit pay increases as governed by the provisions of Article IV, Section 7.

If a promoted employee fails to complete successfully the probationary period following promotion, he or she shall be reinstated in the former position at his or her former salary.

### **Section 10 - Salary Adjustment Upon Demotion**

Upon demotion, an employee's salary shall normally be assigned to a lower salary grade which coincides with the current salary of the employee, if the demotion is not for disciplinary reasons. An employee whose salary exceeds the maximum amount of the salary grade of the new position classification after a demotion shall have his or her salary adjusted to the maximum of the new range.

If the demotion is for disciplinary reasons, the salary shall be decreased at least one grade, or to the new maximum, whichever is less.

### **Section 11 - Salary Adjustment Upon Transfer**

Upon transfer, an employee's salary may not be changed.

### **Section 12 - Salary Upon Reclassification**

Upon reclassification, an employee whose position is reclassified upward shall receive a salary increase, depending on the fiscal condition of the Town and at a rate determined by Town Manager. Town Manager will review the Pay & Classification System annually.

### **Section 13 - Effective Date of Salary Adjustments**

Salary adjustments approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such specific date as may be provided.

### **Section 14 - Pay Rates for Part-Time Employees**

An employee appointed for less than full-time service shall be paid at a rate determined by the department head, and approved by the Town Manager.

### **Section 15 - Pay Periods**

Town employees shall be paid biweekly.

#### **Section 16 - Merit Bonus Plan**

The purpose of the merit bonus plan is to reward those employees who have reached the maximum in their salary range.

All full-time employees of the Town not in a probationary period are eligible for merit bonus after reaching the maximum employee's salary range. The merit bonus increase (if any) shall be awarded based upon the performance of the employee as reflected on his or her annual performance evaluation. Eligible merit bonus increases shall be made in a lump sum payment.

#### **Section 17 - Compensation for Temporary Assignment to Higher Pay Grade Positions.**

The purpose of this policy is to establish a standard for paying employees for acting in an interim position.

It shall be the policy of the Town to provide extra compensation to employees who are temporarily assigned to serve in higher pay grade positions, when the assignment is for more than six weeks in duration. The compensation shall be in the form of one time bonus pay calculated at the end of the assignment. The bonus pay shall be calculated as the difference in the pay grade of the temporary position and the employees permanent pay grade, at the same step in pay.

#### **Section 18 - Payroll Deductions**

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee, or determination by the Town Manager as to the capability of payroll equipment and appropriateness of the deduction.

## **ARTICLE V. RECRUITMENT AND EMPLOYMENT**

### **Section 1 - Equal Employment Opportunity Policy**

It is the policy of the Town to foster, maintain, and promote equal employment opportunity. The Town shall select employees on the basis of an applicant's qualifications for the job and reward them, with respect to compensation and opportunity for training and advancement, without regard to age, sex, race, color, religion, political affiliation, or national origin. Applicants with physical handicaps shall be given equal consideration with other applicants for positions in which their physical handicaps do not represent an unreasonable barrier to satisfactory performance of duties or to the safety of co-workers.

### **Section 2 - Recruitment Sources**

All opportunities for employment shall be publicized, including applicable salary ranges and employment qualifications. Information on job openings and hiring practices shall be provided to recruitment sources including organizations and news media serving the appropriate labor market. In addition, notice of vacancies shall be posted at designated conspicuous sites within Town buildings. Individuals shall be recruited from a geographic area as wide as is necessary to insure that well qualified applicants are obtained for Town service.

### **Section 3 - Application for Employment**

All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for specific vacant positions. All applicants shall be informed of current job opportunities and any known possibility or probability of later job openings. Applications will remain active for a period of six (6) months.

### **Section 4 - Application Reserve File**

Upon inquiring, each potential applicant shall be informed of the current job openings. After the active period of six months, applications shall be kept in a reserve file for two (2) years, in accordance with Equal Employment Opportunity Council guidelines and the Records Retention Schedule issued by the NC Division of Archives and History.

### **Section 5 - Publicizing Employment Opportunities**

The Manager; or his designee; shall be responsible for publicizing and communicating all job opportunities for employment with the Town. Vacant positions will be publicized after internal candidates have been considered. All announcements and advertisements shall contain assurances of equal employment opportunity.

### **Section 6 - Recruitment Process**

It shall be the policy of the Town to attract qualified candidates for employment utilizing appropriate available means. To this end, the Manager; or his designee shall:



- (a) Post an announcement of the vacant position indicating the position title, brief description of duties, minimum qualification requirements, salary range, instructions for applying, and the deadline (if any) for accepting applications, and
- (b) Notify recruitment sources of the employment opportunity with the Town.

The Manager and department head shall screen all applications for the vacant position and identify a group of the best qualified candidates. The Manager and department head shall then interview and check references on any or all such candidates.

#### **Section 7 - Qualification Standards**

(A) Employees shall meet the minimum standards established by the position classification plan unless hired in a "trainee" status. Employees shall also meet standards established by the position classification plan and such other reasonable minimum standards as to character, aptitude, ability to meet the public, and physical condition as may be established by the Board with the advice and recommendations of Manager and department heads.

(B) Qualifications shall be reviewed periodically to assure that requirements are fair and conform to the actual job performance requirements.

#### **Section 8 - Physical Examination & Drug Screen**

The Town, at its own expense, may require that a selected candidate successfully complete a medical examination and drug screen prior to starting work with the Town. The purpose of such examination and drug screen will be to assure that no physical condition exists that may prevent the candidate from performing assigned duties.

#### **Section 9 - Probationary Period**

All employees appointed or promoted to regular positions shall serve a probationary period of six (6) months. The probationary period may be extended for up to an additional three (3) months. However, no general employee shall serve more than 9 months in a probationary status.

An important purpose of the probationary period is to provide an opportunity for the appointee to adjust to the new job. Likewise, it serves as a trial period during which one must prove his or her ability to perform the work, to accept additional responsibility, to develop a desirable behavior and to work well for the public and with his or her fellow employees.

An employee may be dismissed without right of appeal during the probationary period at any time the department head, upon the approval of the Manager, finds that the employee is not satisfactorily performing his assigned duties. The Manager's decision shall be final. Upon successful completion of the probationary period, the employee shall be given a five percent (5%) probationary pay increase.

An employee serving a probationary period following initial employment in a position will receive all benefits provided in accordance with this ordinance, with the following exceptions or as otherwise provided:



- (a) Employees shall accumulate vacation leave but will not be permitted to take vacation leave during the probationary period unless the denial of such leave will create an unusual hardship. Vacation leave may be taken during the probationary period only with the approval of the Manager
- (b) Employees serving a probationary period following a promotion will continue to receive all benefits provided in accordance with this policy.

Before completion of the probationary period, the department head shall complete at least one (1) performance evaluation of such employee and shall indicate in writing to the Manager:

- (a) that he has discussed the new employee's progress (accomplishments, strengths, and weaknesses) with the new employee;
- (b) whether the new employee is performing satisfactory work;
- (c) whether the probationary period should be extended, and
- (d) whether the employee should be retained in his present position or be released, transferred, or demoted.

#### **Section 10 - Re-employment**

Reinstatement – An employee who resigns while in good standing may be reinstated within two (2) years of the date of his/her separation with sick leave and Town service time restored. A reinstated employee will serve a new probationary period.

Salary upon Reinstatement – When an employee is reinstated within two years, in the same position, the employee shall be reinstated at the same pay grade and step they were receiving at the date of separation (to include all cost of living increases as approved by the Town Council).

## **ARTICLE VI. CONDITIONS OF EMPLOYMENT**

### **Section 1 - Hours of Work**

To the extent that local governments are so required, the Town shall comply with the Fair Labor Standards Act (FLSA). In accordance with FLSA guidelines, the Town Manager shall determine the standard work week. The length of the work week is subject to change as dictated by necessity, however, the maximum hours of work and work period shall be as follows:

<b><u>Employee Group</u></b>	<b><u>Work Hours Per Week</u></b>	<b><u>Work Period</u></b>
Exempt	As required	Exempted
Non-Exempt, Hourly	40	7 days
Police Officers	171 hours per work period	28 days
Fire Fighters		

Exempt employees shall work the hours necessary to assure satisfactory performance of their departments, but not less than 40 hours per week. Daily work schedules shall be established by the department head with the concurrence of the Town Manager, and where activities of a particular department require some other schedule to meet work needs, the Town Manager in charge may authorize a deviation from the normal schedule.

### **Section 2 - Rest Periods/Breaks**

Due to the variation in work schedules and needs among departments, the Town makes no attempt to define a uniform policy for rest periods or breaks for all departments. Department heads may establish appropriate rest period practices which will best serve the Town interest in work units under their supervision. Such practice shall be subject to review of the Manager, and shall be limited to one rest period or break in the morning and in the afternoon no longer than 15 minutes each.

### **Section 3 - Overtime**

Supervisors shall arrange employee work schedules so as to accomplish the required work within the standard work day. Employees shall be required to work overtime only in emergencies or due to unusual circumstances.

Exempt employees required to work overtime shall earn compensatory time at the rate of one hour for each hour required to be worked over 40 in a workweek. Exempt employees may accumulate 160 hours compensatory time but will not be assured of its use and will not receive cash compensation for unused accumulated compensatory time when employment is terminated.

Exempt positions are:

Town Manager	Police Chief
Fire Chief	Public Works Director
Public Utilities Director	Finance Director
Town Clerk	

The above positions shall be considered salaried.

Non-exempt employees that are required to work overtime shall be paid or earn comp time at one and one-half times their regular rate of pay for all hours worked over 40 in a workweek for regular employees, over 171 hours, each 28 day work period for police personnel and over 212 hours, each 28 day cycle for fire personnel. In determining eligibility for overtime in a work period, only actual hours worked shall be considered; in no event will vacation, sick leave, holidays or compensatory be included in the computation of hours worked for FLSA purposes. Non-exempt employees are required to obtain specific approval in advance from their supervisor before working overtime.

Any non-exempt employees who are not over their compensatory time limit may choose to be compensated by either compensatory time or overtime pay. This choice applies to time spent on fire calls or fire-related activities only and not to any overtime resulting from the employee's regular work duties.

Wherever practicable, supervisors shall schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, supervisors will schedule time off within 30 days of the occurrence at a rate of one and one-half hours for every hour actually worked. Non-exempt employees may not accumulate more than 160 hours of compensatory time in a one-year period time. Compensatory time cannot be carried over into subsequent years.

Employees have the right to request the use of accumulated compensatory time, and must be allowed to use such time in a reasonable time period. Supervisors have the right to force the use of compensatory time by non-exempt employees and may require the use of accumulated compensatory time before the use of sick leave or vacation leave. Non-Exempt employees are entitled to receive cash compensation for unused accumulated compensatory time when employment is terminated.

#### **Section 4 - Standby Duty**

The nature of several jobs performed by Town employees requires that those employees be on standby duty, that is, be available and ready to work, for emergencies. Such standby duty is an integral part of the routine duties and responsibilities of some jobs. As such, compensation for standby duty is included in the base salary.

In the event that those employees on standby are called back to perform assigned duties outside of normal working hours, they will receive overtime compensation in accordance with the FLSA and the overtime provision of this ordinance.

Those employees who are on standby duty and cannot be located to perform their duties in the event of being called back, will be subject to disciplinary action.

## **Section 5 - Outside Employment**

The work of the Town shall have precedence over other occupational interests of Town employees. Part-time or outside employment shall be approved in advance by the Town Manager. All outside employment for salary, wages, or Commission, and all self-employment must be reported to the Manager annually.

The Town recognizes the right of employees to discretionary use of their off-duty time as long as such activities do not adversely affect their Town work, represent a conflict of interest, or reflect discredit upon the Town. Employees are cautioned not to engage in outside work which impairs their physical or mental abilities to perform their Town job. Final interpretation of this policy is the responsibility of the Manager. Violation of this section shall be grounds for dismissal or other disciplinary action.

An employee who sustains an injury or illness in connection with outside employment shall not be entitled to receive:

- (a) Worker's compensation benefits provided by the Town, or
- (b) Paid sick leave.

In cases where an outside employment-related injury or illness results in temporary disability, an employee must either:

- (a) request and obtain a leave of absence without pay;
- (b) request and use accrued vacation leave; or
- (c) be subject to termination by the Town due to lack of availability for work.

## **Section 6 - Volunteer Service**

The Town encourages and shall permit employees to participate as members of the volunteer emergency service to the extent that such volunteer activities do not interfere with the employee's responsibilities in the Town service. However, no employee will be required or will be allowed to volunteer his or her time to the Town to perform the same or similar work performed as a regular employee.

## **Section 7 - Safety**

It is the intent of the Town to provide for an ongoing program that assures a safe, healthy work environment for all employees and complies with all safety laws and regulations. To that end, each supervisor shall be responsible for:

- (a) providing safe work procedures and environments;
- (b) implementing safety policies and programs;
- (c) informing and training employees in safe work habits;
- (d) detecting and correcting unsafe practices and conditions;
- (e) investigating accidents and preparing accident reports;

- (f) encouraging employees to report unsafe conditions and to submit practical safety suggestions;

Likewise, each Town employee shall be responsible for:

- (a) developing and maintaining safe work habits;
- (b) promptly reporting all accidents and injuries;
- (c) pointing out what are believed to be dangerous practices and working conditions;
- (d) assisting with investigations of accidents;
- (e) taking proper care of safety equipment;
- (f) wearing proper clothing and avoiding loose sleeves, cuffs, rings, bracelets and long hair around moving machinery; and
- (g) knowing the location and use of fire extinguishers, the location of fire exits and the best method for reporting a fire.

In addition to the above provisions, the Town will maintain a safety manual which details safety related procedures and responsibilities. Employees shall be expected to also comply with the provisions therein.

#### **Section 8 - Employment of Relatives**

Employment of a relative (to the third degree of kinship whether by blood or marriage) of any member of the governing body of the Town of China Grove is prohibited. No person shall be hired or assigned to work under the administrative influence or supervision of such a relative, nor shall any employee's relative of such kinship be hired except under unusual conditions, without prior approval of the Town Manager.

#### **Section 9 - Sexual Harassment**

Harassment in any form shall not be tolerated and may lead to dismissal of the offenders. In addition, the Town expressly prohibits any form of sexual harassment and seeks to guarantee all employees the right to work in an environment free from such harassment.

#### **Section 10 - Political Activity**

Every employee has a civic responsibility to support good government through every available means and in every appropriate manner. The Town encourages each employee to exercise such civic responsibility by voting for the political candidates and issues of his or her choice.

Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies in accordance with the Constitution and laws of the State of North Carolina and of the United States of America. However, no Town employee shall:

- (a) engage in any political activity while on duty;

- (b) be required as a duty of his or her office or employment or as a condition for employment, promotion, or tenure to contribute funds for political or partisan purposes;
- (c) solicit or act as custodian of funds for political or partisan purposes;
- (d) be a candidate for the Town Council;
- (e) use any supplies or equipment of the Town for political purposes.

Any violation of this section shall subject the employee to dismissal or other disciplinary action.

### **Section 11 - Gifts and Favors**

No employee of the Town shall accept any gift, whether in the form of service, loan, thing, or promise from any person who, to the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the Town. The following may serve as exceptions, but employees should consult with their supervisor when in doubt as to the propriety:

- (a) Advertising items or souvenirs of nominal value;
- (b) Meals furnished at banquets;
- (c) Consumable gifts offered to an entire work group during the holiday season where rejection would damage the spirit in which the gifts were offered.

No official or employee shall accept any gift, favor, or thing of value that may tend to influence that employee in the discharge of duties.

No official or employee shall grant in the discharge of duties any improper favor, service, or thing of value.

Any violation of this section shall subject the employee to dismissal or other disciplinary action.

### **Section 12 - Solicitations**

Except as specifically approved by the Town Manager, no employee shall solicit pledges or contributions for any cause during working hours.

### **Section 13 - General Service Regulations**

The following provisions shall be known as general service regulations and shall apply to Town employees:

- (a) Behavior and Common Courtesy. When contacting the public in any manner, especially on public business, Town employees shall do so in a courteous manner. Every employee shall at all times endeavor to conduct himself or herself in a manner that reflects credit upon his or her department and the government of the Town of China Grove.

- (b) Disclosure of Confidential Information. No official or employee shall, without the approval of the Board, disclose confidential information concerning the property, government, or affairs of the Town. Nor shall he or she under any circumstances use such information to advance the personal, financial, or other private interests of himself or others.
- (c) Non-discrimination. No discrimination shall be exercised, threatened, or promised against or in favor of any applicant, competitor, or employee because of his race, religion, national origin, political beliefs, or sex.
- (d) Use of Intoxicants. No employee shall use intoxicating beverages or drugs of any kind while on duty, nor shall an employee report for duty while under the influence of an intoxicant or drug, unless such drug has been certified by a licensed physician as a drug that will not impair the work of the employee. Medications prescribed by a physician and certified by the physician not to impair the employee's ability to work may be taken during working hours as prescribed. "Under the Influence: as used in this ordinance shall mean to have one's physical or mental faculties affected in any observable manner.
- (e) Use of Town-Owned Equipment. No employee shall take for his personal use any Town-owned equipment. All employees shall use Town-owned equipment only in the manner authorized by the Town Council. An employee who is on call may be authorized to take a vehicle to his residence by his department head, after approval has been granted by the Manager. Personal use of Town vehicles and use of Town gasoline in privately owned vehicles is strictly prohibited.
- (f) Surrender of Property. An employee who is terminated shall be requested to return all items of equipment, including uniforms, owned by the Town. Return of such equipment in good condition must precede the issuance of an employee's final paycheck.
- (g) Personal Indebtedness. It is expected that each employee of the Town will keep his personal affairs arranged in such a way that the Town will not be embarrassed by the employee's excessive personal indebtedness.
- (h) Purchase of Equipment/Supplies. No employee shall purchase for personal use any equipment or supplies through Town purchase accounts. Purchase of safety shoes and other items used in the performance of employee duties must be authorized by the Manager.
- (i) Off-Duty Conduct. Generally, the Town regards the off-duty activities of employees to be their own personal matter rather than that of the Town. However, certain types of off-duty activities represent potential concern and liability to the Town. For that reason, employees who engage in or are associated with illegal or immoral conduct, the nature of which adversely affects the public trust and confidence in the Town of China Grove, or brings embarrassment or ridicule on the Town or affects their own ability or credibility to carry out their assigned responsibilities, may be subject to dismissal or other disciplinary action.

- (j) **Use of Technological Equipment.** The Town shall provide computers and equipment for various employees. The purpose of this equipment is to enhance employee job performance. All such computers and equipment, including data storage devices, printers, monitors, etc. and the data contained thereon, is the sole property of the Town. The Town Manager will maintain access to all such equipment and data. There shall be no personal use of such computers and equipment unless authorized by the Town Manager.

Town employees shall abide by the software license agreement, if any, of all software purchased by the Town.

#### **Section 14 - Travel and Expense Reimbursement**

Refer to the Travel Expense and Reimbursement policy adopted by the Town Council.

#### **Section 15 – Maintaining a Drug-Free Workplace**

The Town of China Grove is dedicated to maintaining a drug-free work environment. Substance abuse is a legitimate concern due to the negative impact on employees and the workplace. Such abuse has the potential to compromise or threaten employee safety, productivity and the general well-being of everyone concerned.

Employees who are experiencing an alcohol or drug problem should seek help before it begins to affect job performance. The decision to seek help is viewed as responsible and will be supported by your supervisory and management. Efforts to obtain help will be respected and handled in utmost confidence.

Because of the Town's obligation to protect others, it is important to keep the workplace safe and health. As a result, employees who report to work under the influence of alcohol or drugs are subject to the disciplinary policy.



## **ARTICLE VII. PERSONNEL ACTIONS**

### **Section 1 - Performance Evaluation**

A supervisor shall evaluate performance beginning with the employee's first day on the job. Through open communications with his or her supervisor, the employee should obtain a clear understanding of what is expected related to job performance and a periodic assessment of his or her job strengths and weaknesses.

A formal evaluation shall be completed for an employee prior to the completion of his or her probationary period and at least once each year thereafter. The Town's performance evaluation program provides a system for appraising the employee's work.

### **Section 2 - Notification of Action**

When an employee is suspended, demoted, or dismissed, the department head shall immediately provide the employee with written notice of the charges against him or her, the action taken, effective date of action, and the recourse(s) available to the employee.

### **Section 3 - Promotion**

Department Heads shall endeavor to anticipate retirements and turnover and to have employees trained to assume positions of greater responsibility. In filling vacancies an effort shall be made to promote qualified employees from within the Town work force before seeking an outside replacement.

When a vacancy occurs, the Manager, department head and supervisor in whose department the vacancy occurs, shall review all applications received, including those from current Town employees wishing to be promoted into the position. If a current Town employee is chosen for promotion, the department head shall forward the employee's name to the Manager with recommendations for classification and salary and reasons for selecting the employee over other applicants. After receiving such comments, the Manager shall make an appointment, if appropriate, and determine the starting salary.

Candidates for promotion shall be chosen on the basis of existing or anticipated job openings, on their qualifications, and on their work records. Employees being promoted must meet the qualification standards to include education, training, and experience for the classification to which the promotion is being made.

### **Section 4 - Demotion**

Any employee who fails to maintain high standards of personal conduct, or whose work in his present position is unsatisfactory may be (but need not be if discharge is deemed to be in the Town's best interest) demoted provided the employee shows promise of becoming a satisfactory employee in another position. Such a demotion shall be preceded by the warning procedures outlined for cases involving inability to perform duties or failure in performance of duties. An employee who wishes to accept a position with less complex duties and responsibility may be demoted for reasons other than unsatisfactory performance of duties or failure in personal conduct.

In all cases involving demotion the employee shall be provided with written notice citing the recommended effective date, reasons for demotion, and appeal rights available, if any.

## **Section 5 - Transfer**

Any employee who has successfully completed a probationary period may be transferred to the same or similar class in a different department. As vacancies occur in other departments to which an employee would be eligible for transfer, the employee shall notify his or her supervisor of interest in the transfer and submit notice of a desire for transfer to the various department head(s) for consideration. If a department head wishes to hire that employee, the employee must request a transfer to that specific department and have it approved by the Manager.

## **Section 6 - Reduction in Force**

In the event that a reduction in force becomes necessary, consideration will be given to the quality of each employee's past performance and the needs of the Town as well as seniority shall be considered in determining those employees to be retained. Regular employees who are to be terminated due to reduction in force shall normally be given at least 10 working days' notice of the anticipated layoff.

## **Section 7 – Resignation**

Every position is a necessary and important part of the Town. When you desire to leave employment with the Town of China Grove due to other opportunities you must give at least a two-week notice in writing so that a smooth transition can be accomplished. Department Heads should give as much notice as possible but no less than a three-week notice in writing.

Employees will be paid a lump sum for unused vacation leave up to 240 hours.

## **Subsection 8 – Separation Procedures**

The last of day of work or the day of death shall be the date separated, except in cases where an employee is exhausting leave prior to retirement. If the last day of work is the last workday in the pay period, the employee shall be paid for the full pay period.

## **ARTICLE VIII. DISCIPLINARY AND NON-DISCIPLINARY ACTIONS**

### **Section 1 - Administration**

In addition to the provisions for discharge and disciplinary action contained elsewhere in this policy, a regular employee may be suspended, demoted, or dismissed due to failure in performance of duties or detrimental personal conduct. All cases of demotion or dismissal of a regular employee must be approved by the Manager prior to giving final notice to the employee.

### **Section 2 - Failure in Performance of Duties**

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the department head and the Manager.

The following causes relating to failure in the performance of duties represent those considered to be adequate grounds for suspension, demotion or dismissal:

- (a) Inefficiency, negligence, or incompetence in the performance of duties.
- (b) Careless, negligent, or improper use of Town property or equipment.
- (c) Physical or mental incapacity to perform duties.
- (d) Discourteous treatment of the public or other employees.
- (e) Absence without approved leave.
- (f) Improper use of leave privileges.
- (g) Habitual pattern of failure to report for duty at the assigned time and place.
- (h) Violation of work rules or personnel policies.

### **Section 3 - Detrimental Personal Conduct**

A regular employee may be suspended, demoted, or dismissed for causes relating to personal conduct detrimental to Town service without warning by the Manager in order to avoid undue disruption of work, protect the safety of persons or property, or for other serious reasons. In less serious situations, steps outlined in VIII, Subsection 8, may be in order.

The following causes relating to failure in personal conduct represent some of those considered to be adequate grounds for suspension, demotion, or dismissal but are not intended as representing all possible causes:

- (a) Fraud in securing appointment.
- (b) Conviction of a felony or a misdemeanor including moral turpitude or which would adversely affect performance of duties, or the entry of a plea of no contest to either.
- (c) Misuse of Town funds.

- (d) Falsification of Town records for personal profit or to grant special privileges.
- (e) Reporting to work under the influence of alcohol or drugs or partaking of such substances (except as stated in Article VI, Section 13(d)) while on duty or on public property.
- (f) Willful or negligent destruction of property while on duty.
- (g) Willfully or negligently endangering the lives or property of others while on duty.
- (h) Possession of unauthorized firearms or other lethal weapons while on duty.
- (i) Abusive or brutal actions toward other employees.
- (j) Insubordination.
- (k) Engaging in incompatible employment or serving a conflicting interest.
- (l) Engaging in strikes or work slowdowns.

#### **Section 4 - Disciplinary Suspension**

When circumstances warrant and it is determined to be in the best interest of the Town, an employee may be suspended without pay by the Manager as a disciplinary measure for a period not to exceed 20 work days.

#### **Section 5 - Non-Disciplinary Suspension**

An employee may receive a non-disciplinary suspension and be placed on "administrative leave" without pay by the Manager for a period not to exceed three months. Such action may be utilized for situations which are not directly related to the job, but the nature of which adversely affects the public trust and confidence in the Town or the employee's own ability or credibility to carry out assigned responsibilities.

During the investigation, hearing, or trial of an employee on any criminal charge or during the course of any civil action involving an employee, the Manager may suspend the employee without pay for the duration of the proceedings as a non-disciplinary action. However, the investigation, hearing, trial, or civil action must involve matters that may form the basis for disciplinary suspension, demotion, or dismissal in order for the non-disciplinary suspension to be allowed.

Full pay and benefits for the period of non-disciplinary suspension may be authorized by the Manager if the suspension is terminated with full reinstatement of the employee.

#### **Section 6 - Disciplinary Dismissal**

A regular employee whose work or conduct is not satisfactory over a period of time should (but is not required) be notified in writing as to how his or her work is deficient and what must be done for it to be satisfactory. If the employee fails to perform up to the standard of the classification held, or continues to be negligent, inefficient or unfit in

performing assigned duties, he or she may be dismissed for disciplinary reasons. In such case, the employee shall be relieved immediately of all duties and responsibilities and discharged from the employment of the Town.

#### **Section 7 - Non-Disciplinary Dismissal**

A regular employee may be dismissed for circumstances involving moral turpitude or other situations which adversely affect the public trust and confidence in the Town or the employee's own ability or credibility to carry out assigned responsibilities.

#### **Section 8 - Procedures Preceding Dismissal**

An employee who has not been performing assigned duties satisfactorily shall normally receive at least two warnings before disciplinary action is taken by the department head. First the employee may receive one or more oral warnings from his or her immediate supervisor; second, a written notice outlining the performance deficiencies, necessary corrective action(s), and time frame for showing improvement in order to avoid suspension, demotion, or dismissal may be given. The written record of notice shall be entered in the employee's personnel record. Failure to correct deficiencies in work performance may result in dismissal or other disciplinary action.

#### **Section 9 - Notification of Disciplinary Action**

In most circumstances before any disciplinary action is imposed, an employee shall be informed of the precise nature of the action, the reasons for it, and the date and time it is to be effective. Whenever practicable, this notification shall be given in writing before the disciplinary action is imposed, and if this is not possible, such notification shall be given as soon thereafter as possible.

## **ARTICLE IX. LEAVE OF ABSENCE**

### **Section 1 - Holidays**

The Town will designate the same holidays as the State of North Carolina with full pay for all regular full-time and year-round part-time Town employees. If a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday will be observed. When Christmas Day falls on the day of the week indicated below, the days set forth will be observed as holidays.

Sunday	-	Monday and Tuesday
Monday	-	Monday and Tuesday
Tuesday	-	Monday, Tuesday, and Wednesday
Wednesday	-	Wednesday, Thursday, and Friday
Thursday	-	Wednesday, Thursday, and Friday
Friday	-	Thursday and Friday
Saturday	-	Friday and Monday

### **Section 2 - Holiday Pay**

Employees required to work on any designated holiday shall receive compensation at the regular rate of pay and shall be entitled to either such part of an extra day of pay as to the number of hours actually worked in proportion to the total hours in the employee's normal work day or an additional day off hour for hour. However, if such work constitutes FLSA recognized overtime then extra pay at time and one-half should be paid. Employees eligible for holiday pay must work both the day before and the day after the holiday unless an authorized absence has been granted prior to the employee taking leave.

### **Section 3 - Vacation Leave**

Vacation leave is a privilege and benefit granted by the Town. It shall be used at the discretion of the employee and at the convenience of the appropriate supervisor for such occasions as rest and relaxation, medical appointments when sick leave is exhausted, absences due to adverse weather conditions, and the like. Vacation leave may be used for sick leave in the case of illness only with the approval of the Manager. Employees serving a probationary period following initial employment may accumulate vacation leave, but shall not be permitted to take vacation leave during the first six (6) months of the probationary period.

Each regular full-time employee shall earn vacation leave at one of the following rates, depending upon his or her length of service:

Completed Years of Service	# of Vacations Days	(Hours Per Month)
Less than 4 years	10	6.66
5 to 9 years	12	8.00
10 to 14 years	15	10.00
15 to 19 years	18	12.00
20 +	21	14.00

Employees will be credited vacation leave on or about the 15<sup>th</sup> of each month. When an employee begins his or her employment, they will be credited vacation leave if they start on or before the 15<sup>th</sup> of the month. When an employee leaves his or her employment, they will be credited vacation leave if they end their employment after the 15<sup>th</sup> of the month.

- (a) Vacation Leave Maximum Accumulation. Employees may accumulate vacation leave to a maximum of 30 days. When the maximum has been accumulated, employees will have until the end of the calendar year to reduce the balance below the maximum. As of the pay period containing December 31, all leave balances in excess of the maximum shall be reduced to 30 days and carried into the new calendar year.
- (b) Previous Leave Credit. Vacation leave credit accumulated by each employee as of the adoption of this personnel administration policy shall be retained until used in accordance with this policy.
- (c) Requesting and Taking Leave. Employees may be granted the use of earned vacation leave upon request or at those times designated by the Town Manager or department head which will least obstruct normal operations of the Town or department. Employees will be required to request earned vacation at least one week in advance of such leave. Exceptions are authorized by the Town Manager on an individually requested basis.

Regular scheduled holidays and/or normal non work days occurring during an employee's vacation period shall not be considered as a day's vacation.

All Town employees are required to take at least 5 consecutive days of vacation for calendar year.

- (d) Payment for Accumulated Leave Upon Termination. A regular employee shall be paid for vacation leave accumulated to the date of voluntary separation, but not to exceed the maximum, provided he or she has submitted a resignation at least two weeks in advance of the effective date of separation. Department heads shall be required to give at least three weeks notice prior to the effective date of their separation.

At the time of an employee's separation, any vacation leave owed the Town shall be deducted from the employee's final compensation.

- (e) Payment for Accumulated Leave Upon Death. Upon the death of a regular employee, compensation for accumulated vacation leave shall be paid to his or her estate.
- (f) Vacation Leave Transferred to Sick Leave. At the end of each benefit year, effective with the Fair Labor Standards cycle ending on or before January 15, any Town employees with accrued annual vacation leave in excess of thirty (30) days or two-hundred (240) hours shall have this leave converted to sick leave. This converted sick leave shall be used in the same manner as accrued sick leave and may be used for authorized sick leave purposes. And, like regular sick leave, any unused converted sick leave may be counted toward creditable service at retirement up to a

maximum of twelve (12) total sick leave days per year of service.

#### **Section 4 - Sick Leave**

Sick leave with pay is a privilege granted by the Town for the benefit of an employee during periods of personal illness, bodily injury, quarantine, physical or dental examinations or treatment, disability resulting from pregnancy, or exposure to a contagious disease when continued work might jeopardize the health of others.

Sick leave shall also be used and may be granted when the employee is required to care for a sick family member.

Sick Leave accumulates indefinitely. It is there as insurance when needed by the employee. As a full-time employee, sick leave shall be earned at a rate of eight hours per month. Such leave may be requested and taken, as necessary, at any time during an employee's regular period of service with the Town. No employee shall be paid for accumulated sick leave upon termination of employment.

With your supervisor's approval, you may use sick leave for:

- Illness or injury preventing you from doing your job.
- The period of temporary disability connected with child bearing if you are the biological mother or to care for an immediate family member during this time.
- Adoption of a child (up to 20 days for each parent).
- Medical appointments for you or your immediate family
- Illness of one of your immediate family members.

An immediate family member is defined as:

- Your spouse
- Your parent (biological, adoptive, stepparent, in-law or guardian)
- Your child (biological, adopted, step, foster, legal ward, in-law or one you are standing in for as their parent)
- Your siblings (biological, adoptive, step, half or in-laws)
- Your grandparents or grandchildren (including step and great-grand relationships)
- Other dependents living in your home.

- (a) Sick Leave Maximum Accumulation. Employees may accumulate sick leave with an unlimited maximum accumulation.
- (b) Previous Leave Credit. Sick leave credits accumulated by each employee as of the adoption of this policy shall be retained.
- (c) Requesting and Taking Leave. Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave, whenever possible, or as otherwise required by departmental rules and policies.
- (d) Physician's Certificate. The Town may require a doctor's certificate concerning the nature of the illness and the employee's fitness to resume duties for each absence of three (3) or more work days, or for the third absence in any calendar month employee may be required to submit to such medical examination or inquiry as deemed desirable. The department head shall be responsible for the application of this provision



to the end that (1) employees shall not be on duty when they might endanger their health or the health of other employees, (2) there will be no abuse of sick leave privileges.

- (e) Reinstatement of Leave. Employees who resign in good standing or are dismissed from employment because of reduction in force, and are reinstated within two (2) years shall be credited with their previously accumulated sick leave. Employees who are dismissed from employment for reasons other than reduction in force and employees who are not reinstated within two (2) years, shall lose all sick leave credits.
- (f) Sick Leave Transfer. A new employee hired by the Town whose immediate past employer was the State of North Carolina or any of its political subdivisions, may, at the approval of the Town, transfer to the Town his/her accumulated and unused sick leave.
- (g) Retirement Credit. One month of credit is allowed for each 20 days, or any portion thereof, of sick to an employee's credit upon retirement, but not to exceed 12 days for each year of retirement membership.

#### **Section 5 - Short-Term Disability Leave and Maternity Leave**

- (a) In the event of a short-term disability, the employee may be allowed up to three (3) months of disability leave. However, disabilities differ, and depending upon the physician's advise and in consultation with and approval of the department head and the Town Manager, an employee may alter the duration of the disability leave. Any combination of accumulated Sick Leave or vacation leave may be used to cover the absence required for the disability. The Town will reinstate the employee without loss of seniority or benefits when he or she returns to work within the three month period (or other period as approved) after the employee was initially disabled. The employee will be placed on leave without pay when accumulated vacation or sick leave credits do not cover the entire approved period of disability. Employees who are absent due to illness or injury for longer than 180 days may be considered a voluntary resignation as may any employee found to have failed to return to work after 3 months, if physically qualified to work.
- (b) Maternity Leave Letter of Agreement
  - 1. Maternity Leave is composed of approved paid and unpaid time away from work for pregnancy related reasons.
  - 2. All Maternity Leave request shall be submitted, in writing by the employee to her Department Supervisor three (3) months prior to her expected delivery date. This request should include:
    - a. The estimated date maternity leave will commence;
    - b. The estimated date the employee will return to work; and
    - c. Whether accumulated vacation and/or compensatory leave will be used for a portion of the leave.

3. Commencement of leave is a decision to be made by the employee and her physician based on the employee's job duties, physical condition and other relevant factors. The Town may require a physician's certification as to any employee's ability to perform her job at any time during pregnancy and Maternity Leave.
4. Maternity Leave shall normally not exceed three (3) months. Maternity Leave may be extended by the Town Manager on a month-to-month basis to a maximum of six (6) months when the employee is medically certified to be temporarily disabled as a direct result of pregnancy or childbirth. The employee agrees to submit extension requests in writing to the Town Manager at least thirty (30) days prior to the ending date of leave.
5. A permanent employee who is unable to perform her job due to pregnancy related disability for more than seven (7) calendar days is eligible for short-term disability coverage once she exhausts sick leave. Disability benefits begin on the 8<sup>th</sup> day of disability. Short-term disability will compensate her for 60% of Basic Weekly Salary per week up to 26 weeks during the period of disability as certified by a doctor.
6. The use of accrued leave is allowed as follows:
  - a. Sick Leave - An employee is eligible to use sick leave for the actual period of disability. An employee may use only accrued sick leave, since it is against Town policy to advance sick leave. The physician must certify in writing the beginning and ending dates of the disability period so that the employee's sick leave balance may be accurately charged.
  - b. Vacation - Any employee may choose to use all or a portion of her accrued vacation during her maternity leave.
7. At least four (4) weeks before the date of return as specified in the employee's Maternity Leave request, the employee must give her supervisor written notification of intent to return to work. In the absence of an approved extension, failure to return to work on the specified date (as indicated in 2b. above or by the four weeks notice) will be considered a voluntary resignation.
8. An employee on Maternity Leave may continue to maintain dependent coverage for health and dental insurance by having the dependent premium deducted from her paycheck. During any period of unpaid leave, the employee would maintain dependent coverage by making monthly payments to the Personnel Department. Should the employee decide not to return to work, or return to work for a period less than the amount of time on unpaid leave, she shall reimburse the Town for any insurance premiums for individual coverage paid on her behalf while she was on unpaid leave. The final paycheck as a means of reimbursing the Town for all or a portion of premium(s) due. The employee will be responsible for making arrangements with the Personnel Department for any balance due.

## TOWN'S OBLIGATIONS AND RESPONSIBILITIES

1. Barring any changes in staffing requirements, the Town will make reasonable effort to return an employee taking Maternity Leave to her current position, or a comparable position. Comparable positions shall be determined by the Town.
2. Individual health, life, disability, and dental insurance premiums will be paid for the employee while on Maternity Leave.
3. Vacation and sick leave will accrue only during the period of time the employee is on paid leave (not to include short term disability leave) for more than half the regularly scheduled hours in a bi-weekly pay period.
4. The employee's review date may be delayed one month for each calendar month the employee is on unpaid leave, if the period of unpaid leave exceeds more than one-half the scheduled hours for that month.
5. Retirement contributions cease during the period of short term disability pay or unpaid leave.
6. The employee's department is responsible for submitting the employee's written request for leave, written notice of return, and physician's certification.

### **Section 6 - Leave Without Pay**

Upon the recommendation of the department head, the Town Manager may grant a regular employee a leave of absence without pay for up to six (6) months. Such leave may be used for reasons of personal or family disability, continuation of education, or special work which will permit the Town to profit from the experience gained or the work performed. Time spent on leave without pay will not apply toward credited service nor will benefits accrue during that time.

The employee shall apply in writing to the supervisor for such leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Town Manager. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor should be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested and granted, shall be considered a resignation.

### **Section 7 - Workers' Compensation Leave**

An employee absent from duty because of sickness or disability arising out of or in the course of employment will be covered by the North Carolina Workers' Compensation Act. If the disability continues beyond 7 days, the employee may elect one of the following:

- (a) Receive workers' compensation pay only or;
- (b) Receive the regular salary by using accumulated sick leave and vacation leave until exhausted.

If the disability continues beyond the accumulated vacation and sick leave, the employee will then receive only workers' compensation until he or she is able to return to work and perform the full range of assigned duties.

Trainees, probationary employees and part-time employees will go directly to a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Workers' Compensation Act.

### **Section 8 - Military Leave**

An employee who is a member of an armed forces reserve organization or the National Guard shall be granted up to 90 hours of leave with pay for required military training per calendar year. Employees may elect to use accrued vacation leave to cover absences greater than 90 hours.

#### **Section 8a. Active Duty of Military Reservists during National Emergencies**

Regular or probationary employees of the Town of China Grove called up for active duty reserves or National Guard during national emergencies will be paid the difference in their military pay and their Town pay, if any for up to 180 days. The employee must provide an estimate of military base pay as soon as possible. The employee must confirm his/her military base pay, in writing, within 30 days of beginning active duty.

The Town will make normal deductions and/or contributions based on this difference in pay for taxes, FICA, retirement and 401K.

Employee and dependent medical and dental insurance coverage may be continued up to 18 months. The Town will continue to supplement the premiums for health and dental insurance for up to 180 days in one year. The employee will continue to be responsible for payment of their portion of dependent premiums, if applicable. Health and/or dental premiums will be deducted from any pay difference check provided there is sufficient money to cover the deductions.

Town provided life insurance remains in effect according to the provisions of the group policy in effect at the time of the call-up.

Should any portion of this policy conflict with state or federal law, then such law shall take precedence over that portion of Town policy.

An employee being called to active duty shall immediately contact his/her supervisor and the Personnel Officer.

To receive or maintain the benefits described above, the employee shall complete a "Request for Leave Due to Military Call-up" as written below.

### **“REQUEST FOR LEAVE DUE TO MILITARY CALL-UP”**

Please consider this request for leave as I have been called upon for military duty. I request this leave for the duration of this duty.

I understand that I am obligated to return to work at the end of this leave. Upon returning to work, I understand that I am entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, pay, and level of leave accrual. If I decide not to return to work, I realize that I must notify my supervisor immediately. I understand that failure to request re-employment as required by law may be considered a resignation. I understand that the Town will make up any difference between my military base pay and my Town base pay while I am required to serve and that retirement, taxes, FICA and any other authorized deductions may be taken from that difference. The Town will also make its 401K contribution, FICA, and retirement contribution based on that difference.

I also understand that I shall retain all unused vacation and sick leave, although I will cease to earn leave on the date military leave begins. I understand that the Town has chosen to continue supplementing the premiums for my health and/or dental insurance for up to one year. However, I am responsible for payment of my portion of dependent health and/or dental insurance premiums. The first payment of \$ \_\_\_\_\_ will be due by \_\_\_\_\_ unless I am able to continue payroll deduction. The following payments of \$ \_\_\_\_\_ will be due by \_\_\_\_\_.

An employee called for jury duty, or as a court witness for the federal or state governments or a subdivision thereof, shall be entitled to leave with pay for such duty in addition to keeping fees received for such duty. The employee may elect to take leave without pay. An employee attends court in connection with official duties, no leave is required.

An employee may also use up to 1 hour of civil leave to vote or register to vote upon approval of the Department Head. Additional time in unusual circumstances may be requested and approved by the Department Head not to exceed 3 hours of paid civil leave.

### **Section 10 - Funeral Leave**

If an employee has a death in the immediate family, funeral leave may be granted up to a maximum of 3 days. No charge against sick or vacation leave will be made for this paid leave. The Town Manager is responsible for approval of any request for funeral leave.

An immediate family member is defined as:

- Your spouse
- Your parent (biological, adoptive, stepparent, in-law or guardian)
- Your child (biological, adopted, step, foster, legal ward, in-law or one you are standing in for as their parent)
- Your siblings (biological, adoptive, step, half or in-laws)
- Your grandparents or grandchildren (including step and great-grand relationships)
- Other dependents living in your home.

### **Section 11 - Educational Leave**

A leave of absence with or without full or partial pay may be granted to an employee upon the recommendation of the department head, and with the approval of the Manager, to permit an employee to take courses of study that will better equip the employee to perform assigned duties. Such leave is limited to one (1) course at a time.

### **Section 12 - Reimbursement of Training Expenses**

An employee who enters into a job-related training program, with the prior approval of the department head and Manager, shall be reimbursed for expenses such as tuition and books upon successful completion of the program.

### **Section 13 – Voluntary Shared Sick Leave**

- a. **POLICY** - An employee may donate sick leave, as outlined below, to an employee who has been approved to receive voluntary shared sick leave because of a medical condition of the employee or of an employee's spouse, child, or parent that will require the employee's absence for a prolonged period of time.
- b. **COVERED EMPLOYEES** - All full-time or part-time (half-time or more) whether permanent or probationary.

c. DEFINITIONS -

- Prolonged medical condition or prolonged period of time consists of 20 consecutive workdays.
- Immediate Family – Spouse, parent, or child.

d. SICK LEAVE BANK PROHIBITED - Establishment of a sick leave “bank” for use by unnamed employees is expressly prohibited. Sick leave must be donated on a one-to-one personal basis.

e. INTIMIDATION OR COERCION PROHIBITED - An employee may not intimidate, threaten, coerce, or attempt to intimidate, threaten, or coerce, any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving, or using sick leave under this policy. Such action shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct.

f. QUALIFYING TO RECEIVE SICK LEAVE - In order to receive voluntary shared sick leave, an employee must have complied with existing sick leave rules and:

- Have a prolonged medical condition (or the employee’s spouse, child, or parent has a medical condition that requires the employee’s absence for a prolonged period of time),
- Apply for or be nominated to become a recipient,
- Produce medical evidence to support the need for sick leave beyond the available accumulated sick leave, and
- Be approved by the Town to participate in the program.

g. NONQUALIFYING REASONS - An employee who is receiving benefits from disability or workers compensation is not eligible to participate in the program.

This policy will not apply to short-term or sporadic conditions or illnesses. This would include such things as sporadic, short-term recurrences or chronic allergies or conditions; short-term absences due to contagious diseases; or short-term, recurring medical or therapeutic treatments. These examples are illustrative, not all inclusive. Each case must be examined and decided based on its conformity to policy intent and must be handled consistently and equitably.

h. APPLICATION PROCEDURES - A prospective recipient shall make a request in writing or be nominated by a fellow employee to participate in the program. A doctor’s statement shall be provided to participate in the program.

- i. APPROVAL - The Town shall establish a committee for the purpose of reviewing merits of the request and approve or disapprove. The Committee shall consist of the Personnel Officer and one person from each department. The Committee shall make recommendation to the Town Manager who shall have final approval.
- j. CONFIDENTIALITY - The Privacy Act makes medical information confidential. When disclosing information on an approved recipient, only a statement that the recipient has a prolonged medical condition (or the family member) needs to be made. If the employee wishes to make the medical status public, the employee must sign a release to allow the status to be known.
- k. EFFECTIVE DATE OF COVERAGE FOR EMPLOYEE - An employee may begin using voluntary shared sick leave after all available sick and vacation sick leave has been exhausted. While using voluntary shared sick leave, the employee continues to earn vacation and sick leave; when accounting for sick leave, this vacation and sick leave should be used first.
- l. MAXIMUM AMOUNT OF SICK LEAVE RECEIVED BY A RECIPIENT - The amount of sick leave a recipient may receive is 1,040 hours (prorated for part-time employees), either continuously or, if for the same condition, on a recurring basis.
- m. DONATIONS - An employee donor may contribute only sick leave to the recipient. The minimum amount of sick leave that may be donated is four hours. The maximum amount of sick that may be donated is 1,040 hours (by all donors). An employee donor shall not reduce their sick leave balance below 40 hours.
- n. UNUSED SICK LEAVE AT THE END OF THE MEDICAL CONDITION - Any unused sick leave at the expiration of the medical condition, as determined by Town shall be treated as follows:
- The recipient's sick leave account balance shall not exceed a total of 40 hours (prorated for part-time employees).
  - Any additional unused donated sick leave shall be returned to the donor(s) on a prorata basis and credited to the sick leave account from which it was donated. Fractions of one hour shall not be returned to an individual donor.
- o. RECIPIENT SEPARATION - If a recipient separates due to resignation, death, or retirement from local government, participation in the program ends. Unused sick leave shall be returned to the donor(s) on a prorata basis and credited to the sick leave account from which it originally came.



- p. LEAVE RECORDS AND ACCOUNTING – The Town Clerk/Personnel Officer shall establish a system of leave accountability which provides a clear and accurate record for financial and management audit purposes. Sick leave donated shall be kept confidential (only individual employees may reveal their donation or receipt of sick leave). Sick leave shall be credited to the recipient's sick leave account and charged according to the Sick Leave Policy; and shall be available for use on a current basis or may be retroactive for up to 60 calendar days to substitute for leave without pay already granted to the recipient.

#### **Section 14 – Child Involvement Leave**

Child Involvement Leave is a privilege and benefit granted by the Town to all full-time employees. It shall be used at the discretion of the employee and at the convenience of the appropriate supervisor. Effective January 1 of each year an employee shall be credited with four (4) hours of paid leave to be used for the following reasons:

- Meet with a teacher or administrator concerning the child;
- Attend any function sponsored by the school in which the child is participating. This provision shall only be utilized in conjunction with nonathletic programs that are a part or supplement to the school's academic or artistic program;

The definition of "Child" shall be as follows: a son or daughter who is a biological child, an adopted child, a step-child, a legal ward, or a child of an employee standing in loco parentis.

Employees must receive approval from their supervisor to use this leave. The Supervisor may require acceptable proof that leave taken is within the purpose of this policy.

Employees shall not be paid for this leave upon separation from the Town; nor shall the leave be carried over from one year to the next.

## **ARTICLE X. GRIEVANCE PROCEDURE**

### **Section 1 - Policy and Purpose**

It is the policy of the Town to provide a means whereby employees may freely discuss problems with supervisors and to provide a procedure for the presentation and mutual adjustment of points of disagreement that arise between employees and their supervisors. The purposes of this policy are:

- (a) to provide employees a procedure by which their complaints can be considered rapidly, fairly and without reprisal;
- (b) to encourage employees to express themselves about the conditions of work which affect them as employees;
- (c) to promote better understanding of policies, practices and procedures that affect employees;
- (d) to develop in supervisors a greater sense of responsibility in their dealings with employees.

### **Section 2 - Definition**

A grievance is any dispute concerning the interpretation or application of this personnel ordinance, or any other policy, practice or procedure affecting working conditions for the Town. A grievance might involve alleged safety or health hazards, unfair or discriminatory supervisory practices, misapplication of departmental work rules, unsatisfactory physical facilities or equipment, or other complaints related to conditions of work or disciplinary action. Complaint processes involving issues covered by other parts of this policy are excluded from this procedure. Nothing herein shall be interpreted to change the status of any employee from that of an employee at will.

### **Section 3 - Procedure**

When an employee has a claim or complaint concerning the condition of his or her employment with the Town, the successive steps described below are to be taken toward resolution of the matter.

The number of days indicated at each step of the grievance procedure should be considered as the maximum number of working days allowed for presentation of and response to the grievance at that level. However, when mutually agreed upon, the time limits given below may be extended by those concerned.

An employee may be accompanied and assisted by representatives of his or her choosing in attempting to resolve the grievance. Employees who use this procedure shall be free from discrimination, coercion, restraint, or reprisal.

A. Procedure for Claims/Complaints Concerning Conditions of Work

Step One. An employee with a grievance concerning conditions of work shall present the matter to his or her immediate supervisor and department head within thirty (30) working days of its occurrence or his or her knowledge of its occurrence. The employee may present his or her grievance either orally or in writing. The supervisor and department head shall attempt to adjust the matter and shall give the employee an answer, either orally or in writing, no later than three (3) working days after the grievance is presented. The grievance and response shall be reported to the supervisor's immediate superior.

Step Two. If the grievance is not resolved at Step One, the employee may present the grievance to the Manager within five (5) working days after the supervisor's response is given or is due. The Manager shall confer with the employee about the grievance within five (5) working days after the grievance is presented and shall render a written decision within five (5) working days after the conference is held. The Manager's decision is final.

B. Procedure for Claims/Complaints Concerning Disciplinary Actions

The procedure herein provided is to provide a review of disciplinary actions. Nevertheless, this procedure shall not be interpreted to invest in any employee any property right to his or her job. Each employee of the Town is employed at will, and the enumeration in this ordinance of things for which an employee may be dismissed does not constitute a complete or exhaustive list.

Procedure. A regular employee with a grievance concerning his or her suspension, demotion or dismissal may present the matter to the Manager within thirty (30) working days of its occurrence or his or her knowledge of its occurrence. The Manager shall confer with the employee about the grievance within three (3) working days after the grievance is presented and shall render a written decision within three (3) days after the conference is held. The Manager's decision is final.

## **ARTICLE XI. EMPLOYEE BENEFITS**

### **Section 1 - Insurance Programs**

The Town provides medical, dental, and life insurance to all full-time and permanent part-time employees working more than 1,000 hours per year. Employees should direct questions about insurance to the Personnel Officer.

- a. Employees with at least ten years of service with the Town and are qualified to retire in LGERS may purchase health insurance through the Town with the employee paying the premium
- b. Retiring Town employees that have Town health insurance may purchase health insurance for their spouse with the employee paying the premium.

\*A year of service is defined as a 12-month period of continuous, full-time service to the Town. Part-time employees should convert their schedule into years of full-time service. For example, an employee working 20 hours per week for 52 weeks would earn 0.5 years of service.

### **Section 2 - Supplementary Life Insurance**

The Town may provide supplementary life insurance benefits and programs for employees.

### **Section 3 - Retirement**

Each regular full-time employee and permanent part-time employee who works more than 1,000 per year shall be covered by the North Carolina Local Governmental Employees' Retirement System. The Town and the employee both shall contribute to the cost of the retirement in shared amounts, as are required by state law. Retirement System payments shall be deducted from the employee's salary in addition to other required payroll deductions in such a manner as to allow the favored tax treatment of such deductions under state law.

Retirement of law enforcement officers is mandatory at age 65, provided that extension to ages 70 on a year to year basis may be granted upon approval by the Town Manager. In accordance with federal law, no mandatory retirement age is in effect for other Town employees as of April 1, 1995.

The employee shall be responsible for contacting the Personnel Department to initiate the request for retirement benefits. Law enforcement officers retiring under the Law Enforcement Officers Retirement System shall contact the Police Chief's Office to initiate the request for retirement benefits.

A "Notice of Retirement" form (Appendix A) shall be completed by the Personnel Department and signed by the employee, supervisor, and Department Head. Upon receipt of this form, Retirement Form 6 (the Application - Appendix B) shall be completed and forwarded to the N. C. Local Governmental Employees Retirement System by the Personnel Department.

The application must be submitted to the North Carolina Local Governmental Employees Retirement System not less than thirty (30) days nor more than ninety (90) days prior to the employee's retirement date. The Personnel Department shall assist the employee in completing this form, and shall submit the completed form to the Retirement System.

Retirement benefits shall become effective only on the first day of a month.

After the application has been submitted, the Retirement System shall send the employee an estimate of benefits and various optional plans available. The employee shall select the plan that best fulfills his/her retirement need and return Form 6E (Appendix C) to the Retirement System.

The retiree should expect a delay in receiving the first benefit check; however, retirement benefits shall be retroactive to the retirement date.

**TOWN OF CHINA GROVE**  
**North Carolina**

(Appendix A)

**INTER-OFFICE CORRESPONDENCE**

**TO:**

**FROM:** Personnel Officer

**SUBJECT:** NOTICE OF RETIREMENT

**DATE:**

\_\_\_\_\_ has applied for \_\_\_\_\_  
retirement to become effective \_\_\_\_\_. Details of retirement benefits have  
been discussed and all necessary forms have been completed.

Employees who retire cannot work nor receive vacation pay the month the retirement is to become effective. For example - an employee retiring June 1 must receive his/her final pay (vacation included) the last payroll in May. See below for payment of vacation.

The completed retirement application must be received by the Retirement System no earlier than 90 days and no later than 30 days prior to his/her effective date of retirement. Therefore I am requesting that this form be signed and returned to me in order for the retirement application, etc. to be submitted to the Retirement System within the specified time.

Please call me at (704) 857-2466 if you have any questions.

\_\_\_\_\_  
Personnel Officer

**TOWN OF CHINA GROVE  
North Carolina**

(Appendix A)

**INTER-OFFICE CORRESPONDENCE**

**TO:** Personnel Officer

**FROM:**

**SUBJECT:** NOTICE OF RETIREMENT

**DATE:**

I \_\_\_\_\_ have decided to retire effective \_\_\_\_\_ and my last working day will be \_\_\_\_\_. I understand that I cannot work or receive pay from the Town of China Grove the month my retirement is to become effective. I would like my vacation to be paid as follows:

\_\_\_\_\_ Pay my remaining unused vacation days (30 days or less) in my last paycheck.

\_\_\_\_\_ Please issue a separate check for my remaining unused vacation days (30 days or less).

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

#### **Section 4 - Deferred Compensation**

The town shall contribute to the 401(K) deferred compensation program on behalf of law enforcement officers, as required by state law; and all other employees as approved by the China Grove Town Council.

#### **Section 5 - Social Security**

The Town and its employees shall participate in and contribute to the Social Security Program as required by the federal government.

#### **Section 6 - Unemployment Compensation**

The Town provides unemployment compensation for employees who are involuntarily separated from Town service through no fault of their own. This mandated benefit is fully paid for by the Town through the Employment Security Commission.

#### **Section 7 - Uniforms and Clothing Allowances**

The Town shall provide uniforms for police personnel. Clothing or clothing allowances shall be provided to other employees as authorized by the Town Council.

#### **Section 8 - Longevity Pay Plan**

All employees covered by the pay plan, who meet the criteria below, shall be paid a longevity bonus with the last payroll in November. Longevity pay is subject to regular federal and state deductions. Prorated payments because of termination for any reason are not authorized. The bonus will be based on years of service with the Town of China Grove. The Town Manager is responsible for administration of this benefit. The bonus will be based on the employees total annual salary multiplied by the following rates:

<u>YEARS OF SERVICE</u>	<u>BONUS AMOUNT</u>
2 - 4	1%
5 - 9	2%
10 - 14	3%
15 - 19	4%
20 +	5%



## **Section 9 - Education Tuition Reimbursement**

All regular employees who have completed the initial probation may apply for tuition reimbursement for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the town service. The employee must remain an employee a minimum of 90 days following completion of the course(s). Employees may be reimbursed actual expenses per term upon the successful completion of any approved courses. The Town will also provide a stipend of \$200 toward other expenses upon receipts. These other expenses shall include: books, lab fees, and other related class fees. To successfully complete a course the employee must receive a grade of "C" or better. If no grade is given (pass/fail), the employee must provide a letter from the instructor certifying the successful completion of the course or a certificate received from the institution stating the successful completion of the course. Workshops, conferences and seminars are not covered under this policy.

Any regular employee pursuing a 4-year Degree or advanced education such as Masters or Doctorate Degree shall remain an employee a minimum of two (2) years following completion of degree. If the employee leaves before two (2) years is complete, then they shall reimburse the Town for a prorated share of the cost of the courses.

Each employee requesting tuition assistance will certify the amount and kind of other funds received for educational purposes from federal, state, or other source, i.e., (veteran's educational benefits, scholarships, stipends, grants). If such funds are received, the Town will pay the difference between the cost of the course(s) and the amount paid by the federal or state programs.

An employee interested in receiving tuition assistance shall first discuss the program with their Department Director and if desired, with the Town Manager. All approvals for this program must be obtained by the employee in advance of class enrollment. All approvals will be made on a case by case basis. The Town Manager will notify the Department Director of approval. Approval depends upon available funding.

Applications may be obtained in the Personnel Department. An application should be completed by the employee, approved by the Department Director and delivered to the Town Manager for final approval of the course and school.

Requests for reimbursement(s) must be made within 30 days of course completion. The employee is responsible for getting all documentation (receipts, grades, etc.) to the Personnel Office. The Town Clerk will process the information and initiate a check request to the individual via the Finance Department. The employee will pickup any reimbursement from the Personnel Office.

Education Tuition Reimbursement is contingent upon availability of funds.

**TOWN OF CHINA GROVE**  
**APPLICATION FOR EDUCATION TUITION REIMBURSEMENT**  
**PERSONNEL POLICY - SECTION XI -Subsection 9**

QUALIFICATIONS: Permanent full-time employees only, not on initial probation, are eligible for tuition reimbursement.

Name: \_\_\_\_\_ Department: \_\_\_\_\_

1. I am receiving VA, or other governmental assistance. \_\_\_\_\_ YES \_\_\_\_\_ NO  
 2. This course is a requirement for a degree. \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes: AAS \_\_\_\_\_ BS/BA \_\_\_\_\_ MASTERS \_\_\_\_\_ OTHER \_\_\_\_\_

3. I am taking this course to: (CHECK ONE ANSWER).  
 \_\_\_\_\_ a. Prepare for a new job or position in the city.  
 \_\_\_\_\_ b. Maintain or improve skills in present job.  
 \_\_\_\_\_ c. Meet minimum educational qualifications for present job.  
 \_\_\_\_\_ d. None of the above. (Explain)

COURSE INFORMATION TITLE		PREFIX & NUMBER	CREDIT HOURS	TUITION COST
				\$
				\$
Total				\$
STARTING DATE / /	ENDING DATE / /	TOTAL	SEM./QTR.	\$

I HEREBY AGREE TO SUBMIT PROOF OF SUCCESSFULLY COMPLETING THE COURSE(S) WITHIN THIRTY DAYS (30) OF THE ENDING DATE (grade reports, receipts, etc.)

I HEREBY AGREE TO REPAY TO THE CITY ANY MONEY RECEIVED IF I SHOULD LEAVE THE CITY'S EMPLOYMENT PRIOR TO 90 DAYS OF COMPLETION OF COURSE(S) FOR WHICH I RECEIVED PAYMENT, OR IF I SHOULD LEAVE THE CITY'S EMPLOYMENT PRIOR TO TWO (2) YEARS OF COMPLETION OF THE DEGREE FOR WHICH I RECEIVED PAYMENT.

PAYMENT WILL BE MADE TO THE TOWN OF CHINA GROVE BY ME THROUGH DIRECT REIMBURSEMENT OR BY DEDUCTION FROM MY PAYCHECK AS AUTHORIZED BY THE PERSONNEL OFFICER.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Section 10 – Years of Service Program**

1. Employees who have completed 2 years of service by December 31<sup>st</sup> shall be awarded a 2-year plaque plus the employees choice of a \$25.00 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
2. Employees who have completed 5 years of service by December 31<sup>st</sup> shall be awarded a 5-year plaque plus the employee's choice of a \$50 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
3. Employees who have completed 10 years of service by December 31<sup>st</sup> shall be awarded a 10-year plaque plus the employee's choice of a \$100 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
4. Employees who have completed 15 years of service by December 31<sup>st</sup> shall be awarded a 15-year plaque plus the employee's choice of a \$150 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
5. Employees who have completed 20 years of service by December 31<sup>st</sup> shall be awarded a 20-year plaque plus the employee's choice of a \$250 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
6. Employees who have completed 25 years of service by December 31<sup>st</sup> shall be awarded a 25-year plaque plus the employee's choice of a \$500 gift certificate from either Concord Mills, K-Mart, or Wal-Mart (see Personnel Officer for certificate).
7. Employees who have completed 30 years of service by December 31<sup>st</sup> shall be awarded a 30-year plaque plus a check in the amount of \$750.00 or an appropriate gift as determined by the China Grove Town Council.
8. Employees who retire in good standing from the Town's employment shall be awarded an appropriate retirement gift as determined by the China Grove Town Council.

The purpose and intent of this policy is to award special recognition to those employees who serve the Town of China Grove with longevity and/or retire from the Town in good standing.

## **ARTICLE XII. PERSONNEL RECORDS AND REPORTS**

### **Section 1 - Personnel Records Maintenance**

The Manager shall ensure the maintenance of such records as are necessary for the proper administration of the personnel system. The Town shall maintain in personnel records only information that is relevant to accomplishing personnel administration.

The Town Clerk is the official custodian of all personnel records and shall insure the safety and completeness.

### **Section 2 - Public Personnel Record**

An official public record shall be established for each employee, and the following information shall be maintained in such record:

- (a) name
- (b) age
- (c) date of original employment or appointment to Town service
- (d) current position title
- (e) current salary
- (f) date and amount of most recent change in salary
- (g) date of most recent promotion, demotion, transfer, suspension, separation, or other change in position classification
- (h) office to which the employee is currently assigned

### **Section 3 - Non-Public Personnel Record**

An official non-public record shall be established for each employee, including the Town Manager, and the following information shall be maintained in such record:

- (a) Application for employment
- (b) Results of (if any)
  - Drug Screen
  - Medical Exam
  - Psychological Exam
- (c) All Personnel Transactions forms
- (d) All written warnings and Performance Evaluations

#### **Section 4 - Access to Personnel Records**

Subject to such rules and regulations for the safekeeping of public records as the Town Council may adopt, and in accordance with G.S. 160A-168, any person may have access to Section XII, Subsection 2(a)-(h) information. Such access shall be for the purpose of inspection, examination, and copying during scheduled office hours and shall be governed by the following provisions:

- (a) All disclosures of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of employee; information disclosed; date information was requested; name and address of the person to whom the disclosure is made; purpose for which information is requested. This information must be retained for a period of two years.
- (b) Upon request, records of disclosure shall be made available to the employee to whom it pertains.
- (c) An individual examining a personnel record may copy the information; any available photocopying facilities may be provided, and the cost may be assessed to the individual.
- (d) Any person denied access to any record shall have right to compel compliance with these provisions by application to a court for appropriate relief.

Section XII, Subsection 3(a)-(d) information in the file of the Town Manager shall be kept in a sealed packet and shall only be available to the Town Manager and to the Town Council while in Executive Session.

#### **Section 5 - Confidential Information**

All other information contained in a Town employee's personnel record shall be maintained as confidential in accordance with G.S. 160A-168, with the exception of Subsection 2(a)-(d) above. Such information shall be open to public inspection only in the following instances:

- (a) The employee or his or her duly authorized agent may examine all portions of his personnel record except (1) letters of reference solicited prior to employment, and (2) information concerning a medical disability, mental or physical, that a physician has determined not to divulge to his patient.
- (b) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (c) A Town employee having supervisory authority over the employee may examine all material in the employee's personnel record.
- (d) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel record.
- (e) An official of an agency of the state or federal government, or any political subdivision of the state, may inspect any portion of a personnel record when such information is deemed by the Mayor to be necessary and

essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability.

Each individual requesting access to confidential information will be required to submit satisfactory proof of identity. A record shall be made of each disclosure and placed in the employee's file (except of disclosures to the employee and the supervisor).

#### **Section 6 - Records of Former Employees**

The provisions for access to records apply to former employees as they apply to present employees.

#### **Section 7 - Remedies of Employees Objecting to Material in Record**

An employee who objects to material in his file may place in his file a statement relating to the material he considers to be inaccurate or misleading.

#### **Section 8 - Penalty for Permitting Access to Confidential Record by Unauthorized Person**

G.S. 160A-168 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor.

#### **Section 9 - Destruction of Records**

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with G.S. 121-5, without the consent of the State Department of Cultural Resources.

## **ARTICLE XIII. IMPLEMENTATION OF POLICY**

### **Section 1 - Conflicting Policies Repealed**

All policies, ordinances, or resolutions that conflict with the provisions of this policy are hereby repealed.

### **Section 2 - Severability**

If any provision of this ordinance or any rule, regulation, or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of this ordinance and the application of such remaining provisions of this ordinance of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

### **Section 3 - Violations of Policy Provisions**

An employee violating any of the provisions of this ordinance shall be subject to suspension and/or dismissal, in addition to any civil or criminal penalty which may be imposed for the violation of the same.

### **Section 4 - Effective Date**

These policies are effective upon adoption until such time as amended or repealed by action of the China Grove Town Council.

# **Town of China Grove**

## *Pay Grade Classifications*

<b><u>Job Title</u></b>	<b><u>Number of Positions</u></b>	<b><u>Pay Grade</u></b>
Crew Leader	2	7
Finance Officer	1	12
Fire Chief	1	12
Fire Engineer	1	10
Police Chief	1	20
Police Lieutenant	1	14
Police Patrolman	6	10
Police Sergeant	1	12
Public Utilities Director	1	18
Public Utilities General Laborer	4	5
Public Works Director	1	18
Public Works General Laborer	4	3
Receptionist/Billing Clerk	2	5
School Resource Officer	2	10
Town Clerk	1	12
Town Manager	1	24



**Town of China Grove**  
**Salary Schedule**  
2012-2013

GRADE	START	MINIMUM	MID-RANGE	MAXIMUM
1	17,234	18,068	22,002	26,728
2	18,068	19,009	23,093	28,075
3	19,009	19,949	24,269	29,486
4	19,949	20,955	25,488	30,961
5	20,945	22,002	26,728	32,501
6	22,002	23,093	28,075	34,127
7	23,093	24,269	29,486	35,837
8	24,269	25,488	30,961	37,633
9	25,488	26,728	32,501	39,514
10	26,728	28,075	34,867	41,503
11	28,075	29,486	35,837	43,556
12	29,486	30,961	37,633	45,737
13	30,961	32,501	39,514	48,025
14	32,501	34,867	41,503	50,441
15	34,867	35,837	43,556	52,943
16	35,837	37,633	45,737	55,616
17	37,633	39,514	48,025	58,466
18	39,514	41,503	50,441	61,282
19	41,503	43,556	52,943	64,361
20	43,556	45,737	55,616	67,590
21	45,737	48,025	58,374	70,946
22	48,025	50,441	61,282	74,496
23	50,441	52,943	64,361	78,238
24	52,943	55,616	67,590	82,130
25	55,616	58,374	70,946	86,256
26	58,374	61,282	74,496	90,576

Edited 7/1/12  
Adopted 7/1/08